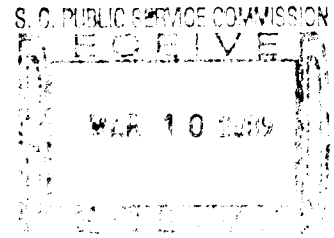


215744

The Law Offices of  
**THOMAS B. PETERMAN P.A.**

1417 Calhoun Street  
Columbia, SC 29201  
Telephone: (803) 929-0708  
Facsimile: (803) 929-5333  
Email: thomas@petermanlaw.org



8009-118.C

March 5, 2009

Public Service Commission  
ATTN: Chief Clerk/Administrator  
P.O. Drawer 11649  
Columbia, SC 29211

Re: Thomas B. Peterman, P.A.  
Change of Communication Service Providers  
from Birch Communications, Inc. to Deltacom, Inc.

Dear Sir/Madam:

Pursuant to my recent telephone conversation with Megan Hicks, Investigator Consumer Services Department, Office of Regulatory Staff, I have been instructed to draft a factual statement, state the relief I am seeking, and request a hearing on the matter. Please accept this letter as my **Petition for a Hearing** on the above referenced matter.

Last year, I undertook to change providers for my communication services, in the above referenced office location, from Birch Communications, Inc., ("Birch"), and to Deltacom, Inc., ("Deltacom"). As a result of that change in providers, I am now receiving a collection notice from Birch, through its collection agent National Asset Recovery, Inc., seeking to collect a \$600 termination fee, despite the fact that my two year contract commitment had been fulfilled.

On September 20, 2004, I entered into a contract with Access Integrated Networks for communication services, which was for a term of two years. It should be noted, that it is my understanding that some time around July 2008 Access Integrated Networks changed their name to Birch Communications, Inc.

MP 1.83

On May 5, 2008, I entered into a contract with Deltacom for communication services for a term of three years. As part of that agreement, I executed a Letter of Agency for Change in Service Provider, which, among other things, "authorizes Deltacom to act as agent on Customer's behalf for the purpose of adding/deleting lines and services with Customer's current telecommunication service providers". Enclosed please find a copy of this Letter of Agency. During my discussions leading up to this contract with the Deltacom representatives, I recalled that my then current contract with Access was for two years beginning in 2004, but I was unsure of the exact dates since I did not have a copy of the contract. I was told that Deltacom would confirm that there was not an issue with a current contract commitment before moving forward with the contract, and soon thereafter Deltacom confirmed the same.

Although the specific details are not material to this Petition, suffice it to say that the transition of service was not without problems. There were two failed attempts to complete the cutover to the new service provider. The first was on June 4, 2008, and the second on July 2, 2008, both of which had to be called off due to technical difficulties or inadequate preparation or communication between the various parties and vendors, that would have resulted in an unacceptable interruption of telecommunication services. These failed cutover attempts resulted in additional costs to me from the vendors that were scheduled by Deltacom to be there. Mostly, I believe the difficulty was a mismatch between agendas. My goal, that I had discussed with Deltacom, and which was material to my accepting their contract, was to update the possibly faulty wiring on the old building, which had begun to cause problems, prior to the transfer of service. This apparently conflicted with the Deltacom goal of transferring service as soon as possible. On September 22, 2008, after rewiring the entire building, the cutover was finally accomplished.

On or about October 21, 2008, I received a letter from Birch demanding a \$600 termination fee. Enclosed please find a copy of this letter. I immediately called to protest this matter and was instructed to review paragraph 7 of the contract regarding automatic renewal of the contract term. Since I did not have a copy of the contract to review, I was instructed to complete a Document Request Form so I could grant authority to myself to receive a copy of my contract, which was faxed soon thereafter. Enclosed please find a copy of the Document Request Form and the September 20, 2004 Agreement.

Paragraph 7 of the Access Agreement states that upon expiration of the initial two year term the agreement will automatically renew for a one year term unless terminated by either party providing 30 day notice. Birch claims that they have never received any such notice from Deltacom, despite the fact that Deltacom undertook this task by requiring me to execute a Letter of Agency, which stated that Deltacom would act as my agent to communicate with current service providers. Deltacom claims no such duty. In addition, it is difficult for me to believe that there was no communication between these service providers, despite the fact that there were two failed cutover attempts. Finally, and ironically, since the cutover date, September 22, 2008, was two days after the

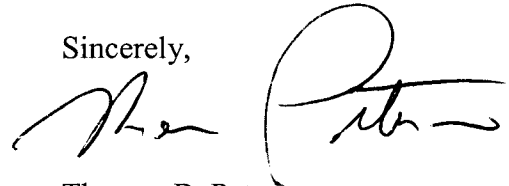
HP dot 3

automatic renewal date, September 20, 2008, Birch claims that the termination fee is for \$600, or \$50 for each month remaining in the automatically renewed contract term.

I am seeking relief from the payment of any termination fee, as well as any late charges that may have resulted from the assessment of this termination fee. In addition, I am seeking the return of \$202.99, plus interest at the statutory rate, from Birch, which represents a refund from their practice of advance billing for services not yet received. Finally, I am seeking relief to require Birch Communications, Inc. to take affirmative steps to ensure that this matter does not in any way appear on any credit agency report or in any way damage my good standing credit.

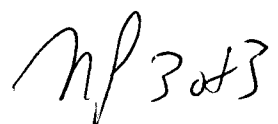
As always, if you any questions or require any further information please do not hesitate to contact me. Thanking you in advance for your assistance with this matter, and with kind personal regards, I remain,

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas B. Peterman', with a large, stylized 'P' at the end.

Thomas B. Peterman

Enclosures

Handwritten initials 'NP' followed by the date '3/23'.

**deltacom**

Accountable Business Solutions

Customer Care Center 1-800-239-3000

Quote ID:

**Letter of Agency for Change in Service Provider**

Date: 4/25/2008 Acct #: \_\_\_\_\_ Sales Rep: \_\_\_\_\_  
Customer Name: Thomas B. Peterman, P.A. Attorney At Law Association # 424  
Billing Address: 1417 Calhoun Street Telephone #: 8039290708  
City: Columbia State: SC Zip: 29201 Fax #: \_\_\_\_\_

**OUTBOUND SERVICE INFORMATION**

BTN 1	<u>8039290708</u>	BTN 1	_____	BTN 1	_____
WTN	<u>8039293391</u>	WTN	_____	WTN	_____
WTN	<u>8039293396</u>	WTN	_____	WTN	_____
WTN	<u>8039295333</u>	WTN	_____	WTN	_____

Fax

In the event that this Letter of Agency ("LOA") is for a multi-line and/or multi-location business and that Customer has a term agreement for service with Deltacom, Customer, by signing this LOA, authorizes Deltacom to add lines and/or locations to Customer's account during the course of the term of the agreement for service. No additional LOA is required to add lines and/or locations during the term of the agreement, and this LOA will be valid for the term of the agreement provided the Customer has not submitted written revocation of this LOA to Deltacom.

If different from above, indicate customer name listed with current Local carrier \_\_\_\_\_

See attachment for additional order information.

**Customer hereby authorizes Deltacom to act as agent on Customer's behalf for the purpose of adding/deleting lines and services with Customer's current telecommunication service providers necessary to provision the Deltacom services requested by Customer.**

**Customer understands that there may be a charge(s) associated with changing local and/or long distance service providers and there may be a charge(s) to change back to the original long distance and/or local carrier.** Customers may consult with Deltacom as to whether a fee applies to the change. Customer understands that the above listed numbers will be transferred to Deltacom.

**CHANGE FREEZE:** If initialed, at no additional charge to Customer, Customer requests Deltacom to place a CHANGE FREEZE on the numbers listed above in an effort to prevent future local/long distance carrier changes made without Customer's written consent.

[Only available where Deltacom is the Local Exchange Carrier for Customer]

☐ InterLATA only ☐ IntraLATA only ☒ BOTH (check as appropriate)

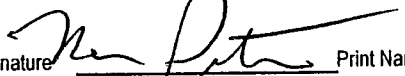
**LOCAL SERVICE:** If initialed, Customer hereby designates Deltacom, Inc., ("Deltacom"), as agent for Customer for the purpose of changing Customer's current local exchange carrier to Deltacom on the telephone number(s) listed above and/or to be assigned to Customer by Deltacom. Customer understands that only one carrier may be designated as Customer's local exchange carrier for any one telephone number.

**LONG DISTANCE SERVICE:** If initialed, Customer hereby designates Deltacom, Inc., ("Deltacom"), as agent for Customer for the purpose of changing Customer's primary long distance service provider to Deltacom on the telephone number(s) listed above and/or to be assigned to Customer by Deltacom. Customer understands that in some areas Customer may designate one interexchange carrier ("IXC") for interLATA and one IXC for intraLATA calls.

☐ InterLATA only ☐ IntraLATA only ☒ BOTH (check as appropriate)

Your signature will result in a change in your local and/or long distance service provider as initialed for the telephone number(s) listed/described above. Customer acknowledges by signature that they have not signed any blank or incomplete pages and is authorized to make these changes.

Authorized Signature



Print Name

Thomas Peterman

Title

Owner/Member

Date

5/5/08

**Birch Communications, Inc.**  
**4885 Riverside Drive # 304**  
**Macon, GA 31210**

**THOMAS B PETERMAN, ATTY**  
1417 CALHOUN ST  
COLUMBIA, SC 29201

**RE: Account**

Dear Customer:

We are sorry you have changed your communication provider and we would like you to reconsider your decision. You may not be aware that by leaving us you have terminated your contract early, thereby generating a contract termination fee.

If you would like to reconsider your decision to change carriers, please give us a call by **10/31/2008** to discuss with one of our customer care representatives how we can help you.

<b>Account ID</b>	<b>Termination Fee</b>
	<b>\$600.00</b>

If you are comfortable with your decision, this termination fee will appear on your next invoice along with any other adjustments.

If you feel that you have received this letter in error, please accept our apologies and immediately contact our Collection Department at **1-866-252-9216**.

We would look forward to serving you again as your communications provider.

Sincerely,

*Alice Brown*

Alice Brown  
Delinquent Account Manager

10/17/2008

803 929 5333



# BIRCH Communications DOCUMENT REQUEST FORM

The intent of this form is to assure that the individual receiving a copy of a signed Birch Communications document is authorized to receive it. Some of the information contained in the requested document may be confidential and proprietary in nature, therefore a written request protects both Birch and our customers.

Please have the authorized individual fill in and sign the designated places below. Thank you.

I, Thomas Peterman am the authorized individual to receive written confidential and proprietary information related to the business known by Birch Communications as Thomas B. Peterman P.A., Attorney at Law  
Acc: \_\_\_\_\_

I am requesting a copy of the following document(s):

Contract, and any other documents  
relating to the alleged  
termination fee. See attached letter.

Thank you.

Thomas B. Peterman  
(Authorized Customer Name - Printed)

[Signature]  
(Authorized Customer Signature)

Member / Attorney  
(Title)

10/21/08  
(Date)

[Signature]  
(Authorized Customer on Original Document)

ATTN: Pinkie Ext 6151  
(Originating Birch Representative)

10-21-08  
(Date)

Please fax completed document to (888) 275-2773 to the attention of the Originating Birch Representative.

FROM : OUTLAW

FAX NO. : 8037815086

Sep. 23 2004 07:48PM P2

2/3

**ALL ACCESS / ALL ACCESS LITE AGREEMENT**

Agent ID

Agent

Date

FAX To 1-877-311-8141



The undersigned currently is or desires to become a customer ("Customer") of Access Integrated Networks, Inc., ("ACCESS") and to receive the ALL ACCESS telecommunications service package ("ALL ACCESS package") hereinafter described. Therefore, Customer and ACCESS agree as follows:

The Customer will promptly complete a Letter of Authorization ("LOA") if required, authorizing ACCESS to provide the ALL ACCESS or ALL ACCESS LITE package and will return the LOA and this Agreement both duly signed to ACCESS, which will then initiate service for the Customer.

For each line, the ALL ACCESS package includes:

- Standard Business Line
- Unlimited features - including Hunting and Caller ID
- Free Domestic Outbound long distance<sup>1</sup>

For each line, the ALL ACCESS LITE packages includes:

- Standard Business Line
- Unlimited features - including Hunting and Caller ID
- Free IntraLATA (local) long distance

Customer may choose alternative long distance provider for IntraLATA or IntraLATA service, but must acknowledge that alternative provider will bill usage separately and if the customer does not select Access for either IntraLATA and/or IntraLATA service they will forego the All Access 600 free minutes.

<sup>1</sup> A cap of 600 minutes of domestic long distance will apply per line, aggregated by line, per location per month.

The base package does not include:

- Calling Cards
- International Calls
- Directory Assistance Calls
- Toll Free Service (800, 888, 877, 888)
- Service to Telemarketing Firms, ISPs or Call Center Operators.
- Voice Mail
- Inside Wire maintenance or other on-site service calls

**STEP 1 - Long Distance Service**Customer Initials: THP

InterLATA and IntraLATA

Customer Initials: X

IntraLATA Only - (All Access 600 free minutes will apply only to IntraLATA usage only)

Customer Initials: X

InterLATA Only - (All Access 600 free minutes will apply only to InterLATA usage only)

Customer Initials: X

With no LD service - (Customer will forego All Access 600 free minutes)

- LD rate for additional minutes will be billed the plan rate per the tariff on file on our website [www.accesscom.com](http://www.accesscom.com).
- All Lines at location are required to be on the ALL ACCESS or ALL ACCESS LITE plan unless the Customer requires a data line (fax or credit card verification). If a data line or an additional voice line is required, a standard business line can be ordered. The normal line rate and associated features charges will apply, and any LD on the line will be billed the standard rate per the tariff.

**STEP 2 - Term Plan**☐ ALL ACCESS☒ ALL ACCESS LITEContract Term: ☐ 1 Year☒ 2 Year☐ 3 Year (All Access - Contract Assumption Only)Monthly Rate: \$26.95Customer's Initials: THP**STEP 3 - Customer Information**

THOMAS B. PETERMAN ATTY 803-929-0708  
(Legal Business Name) Telephone Number (include area code)

1417 CALIFORNIA ST.  
Address

COLUMBIA SC 29201  
City State

Federal Tax ID:

Customer Email Address: THOMAS.PETERMAN@BELLSOUTH.ATL☐ Yes☐ No

Access requests your approval to use certain information regarding the products and services you currently purchase from us in order to inform you about additional services we offer. This type of information is commonly known as Customer Proprietary Network Information (CPNI). Only Access Integrated Network Companies will use your CPNI.

I hereby acknowledge and authorize Access to perform a business credit review to determine eligibility for service.

Thomas Peterman  
Authorized Customer Signature

Title

Date

**STEP 4 - Electronic Billing & Payment**

(Optional: choose one or both - see terms and conditions for details)

☐ E-Bill (on-line invoice via email with no paper invoice or remittance)☐ E-Auto Pay Option (credit card payment on-line)

ACCESS INTEGRATED NETWORKS  
4885 RIVERSIDE DR, STE. 107, MACON, GA 31210  
TOLL-FREE 1-888-215-0777 TOLL-FREE FAX 1-877-311-8141

FROM : OUTLAW

FAX NO. : 8037815086

Sep. 23 2004 07:49PM P3

3/3

**ALL ACCESS / ALL ACCESS LITE AGREEMENT**

Agent ID

Agent

Date

FAX To 1-877-311-8141



1. The Term of this Agreement extends from the date of initial service activation by Access Integrated Networks through the term noted above thereafter, and is subject to final credit approval. The rate to the Customer shall be as noted in the above section, per business line, per month during the term. The monthly base package charge for such service shall not change prior to thirty (30) day advanced notification to the customer by Access. Customer will be offered the option to be released from the terms of the contract without penalty in the case of a rate increase on the monthly base package charge. The release option does not extend to Contract Assumptions from the incumbent local exchange carrier, nor does the release option apply to rate increases of features charges, long distance usage, ancillary service charges, surcharges and/or fees.
2. Satisfaction Guarantee: If you are not completely satisfied for any reason with the quality of services within the first 30 days of service, Access will release you from your contract and Access will assist in the conversion to the carrier of your choice. Customer must notify Access, in writing, within the first thirty days of service, to exercise the option to discontinue service without penalty. However, if Access has assumed your Contract from your previous carrier and you terminate this agreement, you will be responsible for any and all original contract termination charges that Access has assumed and those charges will be reflected on your final invoice.
3. Contract Assumptions from the incumbent local exchange carrier - It is understood and agreed that the Customer must maintain a MINIMUM of two business lines using the ALL ACCESS package to qualify for the rate and term stated in this agreement.
4. Taxes and Fees - The customer will be responsible for all Applicable Taxes and Fees that would normally apply including but not limited to Federal, State and Local Taxes, Federal and State Universal Service Charges, FCC Network Access Charges, Number Portability Surcharge, 911 Fees, Pay Per Call Surcharges, Telecom Relay Surcharges and Pre-subscribe Interexchange Carrier Charge (PICC).
5. Termination by Customer - Notwithstanding any other provision of this Agreement, the Customer shall have the right to terminate this Agreement before the expiration of the term upon giving ACCESS thirty (30) days written notice, payment of all accrued charges and payment of \$50.00 multiplied by the number of months remaining in the term (except in instances where Access has assumed a previous carriers contract - Access may then charge the amount by the number of months and per location). All such sums due shall be set out on the Customer's final bill.
6. Termination by Access Integrated Networks - Access Reserves the right to terminate this agreement at anytime with a thirty-day (30) written notification to the customer.
7. Renewal - Upon expiration of the Initial Term Agreement, this Agreement will automatically renew for a one year term period, unless terminated by either party providing notice of termination to the other 30 days prior to the end of the Initial Term or any such successive period (each a "Renewal Term").
8. In the event Customer changes service locations, the Customer shall notify Access Integrated Networks at 1-888-275-0777 of the change in service location. Customer will be required to continue subscription to same service at new location. Rates may vary based on geographic locations. Failure to provide notification will be deemed a discontinuance of service, and Customer shall reimburse Access Integrated Networks in accordance with paragraph 5, above. If customer moves a location under a term plan outside Access Integrated Networks service area, Access reserves the right to invoice customer in accordance with paragraph 5, above.
9. Payment / Collection of Charges - Payment for invoices is due upon receipt. Balances of more than thirty (30) days will be subject to a one and one half (1.5%) interest charge per month (1% in N.C.). In the event that the customer fails to pay any amount owed, customer shall be liable for any fees incurred by Access to collect unpaid balances. Access reserves the right to cease providing the service until such time the invoice is paid. Such interruption of service shall not be a breach of this agreement, and shall not afford Customer any relief outlined in this agreement or any other document.
10. E-Bill - By choosing this option, the customer elects not to receive a monthly paper invoice (detail, summary and remittance) and instead receive an on-line invoice. The customer shall receive a monthly email notification that the monthly invoice is available to be viewed on-line at [www.accesscomm.com](http://www.accesscomm.com).
11. E-Auto Pay - By choosing the E Pay Option, the customer agrees to maintain a valid credit card number on file with Access Integrated Networks, and grant approval to automatically charge the credit card the balance due each month. Customer does have the option to discontinue this form of payment upon their request.
12. Agreement Modifications - Only an authorized officer of Access Integrated Networks may agree to modifications to the terms and conditions of this agreement.
13. Calls to AK, HI, USVI and Puerto Rico are not part of any plan minutes and are billed at an alternate rate which can be viewed at [www.accesscomm.com](http://www.accesscomm.com).

\* This Contract is subject to and controlled by the provisions of Access' lawfully filed government tariffs, including any changes therein as may be made from time to time. Other restrictions may apply pursuant to the tariffs and can be viewed at [www.accesscomm.com](http://www.accesscomm.com). This Agreement shall be governed by the laws and regulations of the State as the customer's principal place of business.

This agreement supersedes any and all verbal or written representations of the price of Access services.

I acknowledge the agreement terms and conditions of this agreement. Customers Initials MF Date 9-20-04

ACCESS INTEGRATED NETWORKS  
4868 RIVERSIDE DR. STE. 107, MASON, GA 31210  
TOLL-FREE 1-888-275-0777 TOLL-FREE FAX 1-877-311-8141  
ALL ACCESS

V3.0

PAGE 2 of 2



The Law Offices of  
**THOMAS B. PETERMAN P.A.**

1417 Calhoun Street  
Columbia, SC 29201  
Telephone: (803) 929-0708  
Facsimile: (803) 929-5333  
Email: thomas@petermanlaw.org

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March 5, 2009

National Asset Recovery, Inc.  
5901-C Peachtree Dunwoody Road, Suite 550  
Atlanta, GA 30328  
And VIA FACSIMILE 678-578-1801

Re: Birch Communications

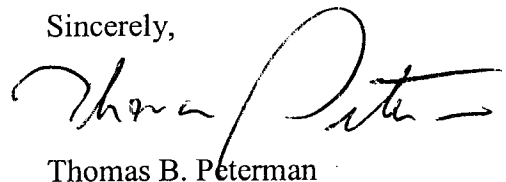
Dear Sir/Madam:

I am writing in response to your letter dated January 28, 2009 regarding the above referenced matter, which was received by me on February 6, 2009. Enclosed please find a copy of your letter.

Please accept this letter as my notification to you, and your client, Birch Communications, Inc., that I intend to dispute the termination fee that is the subject of your collection efforts. Enclosed please find a copy of my letter to the Public Service Commission, requesting a Petition for a Hearing on this matter.

As always, if you any questions or require any further assistance please do not hesitate to contact me. With kind personal regards, I remain,

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Peterman", with a long horizontal flourish extending to the right.

Thomas B. Peterman

Enclosures

**National Asset Recovery, Inc.**

5901-C Peachtree Dunwoody Rd

Suite 550

Atlanta, GA 30328

Toll Free 877-604-1800 Atlanta 678-578-1800 Fax 678-578-1801

356999

Rec'd  
2/6/09  
HCP

January 28, 2009

AN, ATTY THOMAS B PETERM  
1417 CALHOUN ST  
COLUMBIA SC 29201-2509

Re: BIRCH COMMUNICATIONS  
Accol  
Total Due: \$408.93

Dear An, Atty Thomas B Peterm,

This letter is to officially notify you that your overdue account with our above-named client has been referred to us for collection.

Payment in full will stop our collection efforts and may improve your good standing with our client. If you have any questions regarding your ability to pay this account, please call our office at the above number.

National Asset Recovery, Inc.

IN REGARD TO THIS MATTER, NATIONAL ASSET RECOVERY, INC. IS ACTING AS A DEBT COLLECTOR AND THIS IS A COMMUNICATION FROM A DEBT COLLECTOR, AS DEFINED BY U.S.C. 1692 (A) (6).

**You are hereby given Notice of the following information concerning the above referenced debt.**

1. Unless, within 30 days after receipt of this notice you dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by this Firm.
2. If you notify us in writing within said 30 days that the debt, or any portion thereof, is disputed, this office will obtain a Verification of the debt or a copy of any Judgment against you, if any, and we will mail a copy of such Verification of Judgment to you.
3. In addition, upon your written request within said 30 days, this office will provide you with the name and address of the original creditor if the original creditor is different from the current creditor.
4. This office is attempting to collect the debt on behalf of the creditor and any information obtained by our office will be used for that purpose.

YOUR RIGHT UNDER FEDERAL LAW TO REQUEST VERIFICATION OF YOUR OBLIGATION TO OUR CLIENT WITHIN 30 DAYS MUST BE ASSERTED IN WRITING AND IS NOT AFFECTED BY OUR REQUEST THAT YOU CONTACT OUR OFFICE BY TELEPHONE.

PLEASE DETACH AND REMIT LOWER PORTION WITH PAYMENT IN ENCLOSED ENVELOPE

Department # 4116  
P.O. Box 1259  
Oaks PA 19456



For Processing of Return Mail ONLY.  
DO NOT send correspondence to this address.

356999

Re: BIRCH COMMUNICATIONS

3979-21

AN, ATTY THOMAS B PETERM  
1417 CALHOUN ST  
COLUMBIA SC 29201-2509

**If paying by credit card, please complete this section.**

CHECK CARD TO BE USED FOR PAYMENT		<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD
CARD NUMBER		EXP. DATE	AMOUNT
SIGNATURE		MUST INCLUDE 3 DIGIT SECURITY CODE FROM BACK OF CARD	

Acco

Total Due: \$408.93

REMIT TO:  
NATIONAL ASSET RECOVERY INC  
5901-C Peachtree Dunwoody Rd  
Suite 550  
Atlanta, GA 30328

